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RECORDATION NO. 17093-D FILED

AUG 01 '08

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SURFACE TRANSPORTATION BOARD

August 1, 2008

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination of Security Agreement, dated as of July 14, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Loan and Security Agreement previously filed with the Board under Recordation Number 17093-B.

The names and addresses of the parties to the enclosed document are:

Secured Party: Cobank, ACB as successor by merger to
St. Paul Bank for Cooperatives
5500 S. Quebec Street
Greenwood Village, CO 80111

Debtor: ATEL Leasing Corporation, not in its individual
capacity but solely as trustee for WESTO Trust
(and successor in interest to Cargill, Inc.)
600 California Street, 6th Floor
San Francisco, CA 94108

Anne K. Quinlan, Esquire
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A description of the railroad equipment covered by the enclosed document is:

120 railcars: WFAX 90000 - WFAX 90119.

A short summary of the document to appear in the index is:

Termination of Security Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

AUG 11 '08

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TERMINATION OF SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

ATEL Leasing Corporation, a California corporation, not in its individual capacity but solely in its capacity as the trustee of the WESTO Trust, as Assignee (and successor in interest to Cargill, Inc., in turn, successor in interest to Cargill Leasing Corporation), with its chief place of business located at 600 California Street, 6th Floor, San Francisco, CA 94108 ("Debtor") and CoBank, ACB, a federally chartered banking organization, as successor-by-merger to St. Paul Bank for Cooperatives with its chief place of business located at 5500 South Quebec Street, Greenwood, Colorado 80111 ("Secured Party") were parties to a Loan and Security Agreement dated as of November 29, 1990 (the "Security Agreement");

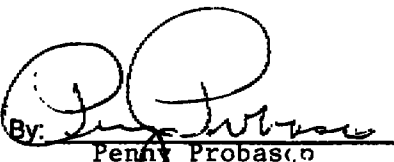
WHEREAS, pursuant to the Security Agreement, Debtor (or its predecessors) granted to Secured Party a security interest in, and general lien upon, the Lease (as defined below) and the rail equipment leased under the Lease by Debtor as Lessor to Western Fuels Association, Inc., with its corporate headquarters at 1100 West 116th Avenue, Westminster, Colorado 80234 ("Lessee") pursuant to an Agreement for Leasing dated as of November 29, 1990, and the equipment described in the Coop Lease (Schedule 1 to Commitment Letter) dated November 29, 1990 (the "Lease"),

WHEREAS, to secure Secured Party's interest in the Lease and the rail equipment, Debtor filed Loan and Security Agreement executed as of November 30 1990, with the Surface Transportation Board (or its predecessor agency, the Interstate Commerce Commission), under Recordation No. 17093-B [only].

NOW THEREFORE, Secured Party hereby forever terminates, releases and extinguishes its security interest in, and specific lien upon, the Lease and the rail equipment leased under the Lease by Debtor as described in the document on record with the Surface Transportation Board with the aforementioned recordation No. 17093-B.

Executed as of July 14 2008.

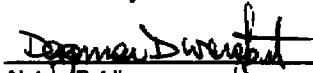
Secured Party:
CoBank, ACB

By: 
Penny Probasco
Title Assistant Corp. Secretary

STATE OF COLORADO }
COUNTY OF ARAPAHOE } ss

On 7/14/08 before me, the undersigned officer, personally appeared Penny Probasco, [personally known to me] [proved to me on the basis of satisfactory evidence] to be the person(s) whose name(s) is subscribed to this instrument and acknowledged to me that she executed the same in her authorized capacity(ies), and that by her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

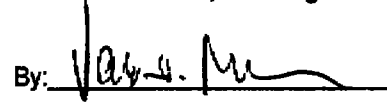

Notary Public

My Commission expires: 06/17/2009

(Notarial Seal)

Debtor:

ATEL Leasing Corporation, not in its individual capacity but solely in its capacity as the trustee of the WESTO Trust, as Assignee

By: 
Title: Vasco H. Morais
Executive Vice President

STATE OF California }
COUNTY OF SAN FRANCISCO } ss

On 7/29/08 before me, the undersigned officer, personally appeared Vasco H. Morais, [personally known to me] [proved to me on the basis of satisfactory evidence] to be the person(s) whose name(s) is subscribed to this instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public

My Commission expires: Oct. 21, 2011

(Notarial Seal)

